

Challenge Cost Share Agreement
11-98-CCS-27 between
USDI - Bureau of Land Management, Montana Department of Fish, Wildlife and Parks
and USDA - Forest Service , Gallatin and Custer National Forests
Amendment #2 (8/00)

This Challenge Cost Share Agreement, is hereby made and entered into by and between USDI - BUREAU OF LAND MANAGEMENT, hereinafter referred to as BLM; MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS, hereinafter referred to as FWP; and USDA FOREST SERVICE, GALLATIN and CUSTER NATIONAL FORESTS, hereinafter referred to as FS, under the provisions of the Interior and Related Agencies Appropriation Act, Public Law 102-154 and Granger-Thye Act of April 24, 1950, (P. L. 81-478, Ch. 97, 64 Stat.82; U.S.C. 490, 504a, 555, 572, 579a, 580c-l, 581i-l)

I. INTRODUCTION

The BLM, FWP and the FS have established this agreement to help each other accomplish mutually beneficial objectives related to conservation of Yellowstone cutthroat trout (YCT) within Montana.

II. MUTUAL BENEFITS

The mutual benefits to the parties signing this agreement and the public will be improved YCT trout populations and habitats. The FS and BLM are responsible for management of aquatic habitats and for coordination of land uses consistent with laws, rules and regulations. FWP has primary responsibility for management of fish and wildlife resources within the State of Montana, including all State, Federal and private lands. It is mutually beneficial for FWP, FS and BLM to work cooperatively on Yellowstone cutthroat conservation including those actions that further our collective knowledge, improve habitat and population conditions and reduce the need for listing under the Endangered Species Act (ESA).

There is the need to complete conservation actions in one or more of the following conservation action areas: 1. Population protection and enhancement (e.g. development of population conservation plans, land use coordination action, identification and installation of barriers, enhancement/restoration of habitat, and population enhancement which includes removal of competitive and/or contaminating species of trout); 2. Population restoration (e.g. identification and prioritization of introduction sites, removal of undesirable fish, stocking actions, etc.); 3. Continued identification of existing populations, including genetic analysis; and , 4. Development of a conservation strategies and associated agreements.

III. FWP SHALL:

1. Provide a financial match of at least 1:1 in either direct funds or in-kind contribution for efforts associated with YCT conservation actions identified above. Specifics of the financial match for each project are included in the attached financial plans.
2. Provide electrofishing equipment, supplies and other equipment and supplies, as available, to assist in conservation efforts.
3. Provide technical assistance and fishery field workers, as available, to complete conservation efforts.

IV. BLM SHALL:

1. Make up to \$1,000.00 available to cover the costs associated with one or more of the conservation actions identified above. Including reimbursable costs incurred by FWP as identified in the financial project plan associated with the Bad Canyon population enhancement.
2. Provide field workers, as available, to assist in conservation efforts.

VI. FS SHALL:

1. Provide a financial match equal to 1:1, in direct funding or in-kind contribution, to cover the costs associated with one or more of the conservation actions identified above. Including reimbursable costs incurred by FWP as identified in the project financial plans.
2. Provide technical assistance and field workers, as available, to assist in conservation efforts.
3. Provide fishery field equipment (e.g. electrofishing equipment, flow meters, surveying equipment, boots/waders, etc.), as available, to assist in conservation effort.

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY FWP, BLM AND THE FS THAT:

1. **INDIRECT COSTS.** Specific indirect cost rates are approved in the initial instrument. If the rates change at any time during the performance period, the proposed adjustments shall be resubmitted to the Forest Service for verification, consideration, and approval, prior to the adjusted rates being billed. Approved rates shall be incorporated by written modification. **All parties agree not to assess an administrative overhead charge (fee) to any funds that maybe exchanged under this agreement.**
2. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated

by both parties, prior to any changes being performed. The FS and BLM are not obligated to fund any changes not properly approved in advance.

3. ACCESS TO RECORDS. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

4. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each parties expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

5. NONDISCRIMINATION. The cooperator shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

6. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. OWNERSHIP. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

9. OBLIGATIONS. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

10. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on December 31, 2004, at which time it will be subject to review, renewal, or expiration.

11. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Wally McClure	Ken McDonald
Gallatin and Custer NF's	MFWP-Helena
P.O. Box 130	1420 East 6 th Ave.
Bozeman, MT 59771	Helena, MT 59602
(406) 587-6707	(406) 444-7409

12. **LEGAL AUTHORITY.** The recipient/cooperator has the legal authority to enter into this instrument, and the institutional, managerial, and financial capability (including funds sufficient to pay non-Federal share of project costs) to ensure proper planning, management, and completion of the project.

13. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment.

14. **HOLD HARMLESS.** The cooperator hereby agrees to defend and hold harmless the FS and BLM, its representative or employees, from any damage incident to the negligent performance of the work resulting from, related to, or arising from this instrument.

15. **DAVIS-BACON OR SERVICE CONTRACT ACT.** Federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any contract developed and awarded under this instrument where all or part of the funding is provided with Federal funds. Davis-Bacon wage rates apply on all public works contracts in excess of \$2,000 and Service Contract Act wage provisions apply to service contracts in excess of \$2,500. The Forest Service will award contracts in all situations where their contribution exceeds 50 percent of the costs of the contract. If a cooperator is approved to issue a contract it shall be awarded on a competitive basis.

16. **BILLINGS.** Bill the Forest Service for their prorated share of actual costs incurred to date, less program income excluding any previous Forest Service payment(s) made on this instrument to the date of the invoice. FWP will initiate an invoice and deliver it to Penny Monforton, Room 371, third floor of the Bozeman Federal Building (PO Box 130, Bozeman, MT 59771) for payments associated with attachments A- D or to Barbara Alt, Custer NF, PO Box 50760, Billings, MT, for payments associated with attachment E, showing the following information:

Employer Tax Identification Number
Instrument # - 11-98-CCS-27 Amended Version #2 (8/00).

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

Montana Fish, Wildlife and Parks

Date

USDI - Bureau of Land Management

Date

Gallatin National Forest

DAVID P. GARBER

Date

Custer National Forest

NANCY T. CURRIDEN

Date

Amendment #2 (8/00)				
FINANCIAL PROJECT PLAN				
Bad Canyon Population Enhancement				
FOREST SERVICE CONTRIBUTION				
	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL	
SALARIES	\$	\$	\$	
TRAVEL	\$	\$	\$	
SUPPLIES	\$	\$13,000.00	\$13,000.00	
EQUIPMENT USE	\$	\$	\$	
TOTAL DIRECT COST	\$	\$13,000.00	\$13,000.00	
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0	
TOTAL FS CONTRIBUTION -----		\$13,000.00		
BUREAU OF LAND MANAGEMENT				
	BLM IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL	
SALARIES	\$	\$	\$	
TRAVEL	\$	\$	\$	
SUPPLIES	\$	\$ 1,000.00	\$	
1,000.00				
EQUIPMENT USE	\$	\$	\$	
TOTAL DIRECT COST	\$	\$ 1,000.00	\$	
1,000.00				
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0	
TOTAL BLM CONTRIBUTION -----		\$ 1,000.00		
CHALLENGER CONTRIBUTION				
	FUNDING TO FS	CHALLENGER IN-KIND	TOTAL	
SALARIES	\$	\$12,000.00	\$12,000.00	
TRAVEL	\$	\$ 2,500.00	\$ 2,500.00	
SUPPLIES	\$	\$13,500.00	\$13,500.00	
EQUIPMENT USE	\$	\$ 3,000.00	\$ 3,000.00	
TOTAL DIRECT COST	\$	\$31,000.00	\$ 31,000.00	
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0	
ADD: VALUE OF CONTRIBUTIONS WHERE \$				
THE CHALLENGER INCURS NOCOST (for example, voluntary labor)				
(May be used only to satisfy matching requirement-not reimbursable)				
TOTAL CHALLENGER CONTRIBUTION -----		\$ 31,000.00 (Region 5, MFWP)		
PROJECT TOTAL -----		\$45,000.00		
Total FS/BLM Share 31% of Project Value				
Challenger Share 69% of Project Value				

Budget Notes: Forest Service Funds are from the FY00 program budget (actually FY99 Carry Over assoc. w/ funds transferred to Gallatin from Custer late FY99). Pay as reimbursable.

Amendment #2 (8/00)
 FINANCIAL PROJECT PLAN
 Dry Head Creek Population Enhancement
 FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL
SALARIES	\$	\$ 2,000.00	\$2,000.00
TRAVEL	\$	\$	\$
SUPPLIES	\$	\$ 3,000.00	\$ 3,000.00
EQUIPMENT USE	\$	\$ 3,000.00	\$ 3,000.00
TOTAL DIRECT COST	\$	\$ 8,000.00	\$ 8,000.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0
TOTAL FS CONTRIBUTION ----- \$ 8,000.00			

CHALLENGER CONTRIBUTION

	FUNDING TO FS	CHALLENGER IN-KIND	TOTAL
SALARIES	\$	\$ 2,000.00	\$ 2,000.00
TRAVEL	\$	\$ 1,500.00	\$ 1,500.00
SUPPLIES	\$	\$ 3,500.00	\$ 3,500.00
EQUIPMENT USE	\$	\$ 1,000.00	\$ 1,000.00
TOTAL DIRECT COST	\$	\$8,000.00	\$ 8,000.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0

ADD: VALUE OF CONTRIBUTIONS WHERE \$
 THE CHALLENGER INCURS NOCOST (for example, voluntary labor)
 (May be used only to satisfy matching requirement-not reimbursable)

TOTAL CHALLENGER CONTRIBUTION ----- \$ 8,000.00 (Region 5, MFWP)

PROJECT TOTAL ----- \$ 16,000.00

Total FS/BLM Share 50% of Project Value

Challenger Share 50% of Project Value

Budget Notes: Forest Service Funds are from the FY00 program budget (actually FY99 Carry Over assoc.
 w/ funds transferred to Gallatin from Custer late FY99). Pay as reimbursable.

Amendment #2 (8/00)
FINANCIAL PROJECT PLAN

Development of Yellowstone Cutthroat Population Conservation Plans – Associated with salary and support to a biologist assigned ½ time to Yellowstone cutthroat conservation (supplying population information during plan development and participates in plan implementation).

FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL
SALARIES	\$	\$ 36,000.00	\$ 36,000.00
TRAVEL	\$	\$	\$
SUPPLIES	\$	\$ 18,000.00	\$ 18,000.00
EQUIPMENT USE	\$	\$	\$
TOTAL DIRECT COST	\$	\$ 54,000.00	\$ 54,000.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0
TOTAL FS CONTRIBUTION -----		\$ 54,000.00	

CHALLENGER CONTRIBUTION

	FUNDING TO FS	CHALLENGER IN-KIND	TOTAL
SALARIES	\$ 0	\$ 36,000.00	\$ 36,000.00
TRAVEL	\$	\$ 9,000.00	\$ 9,000.00
SUPPLIES	\$	\$ 18,000.00	\$ 18,000.00
EQUIPMENT USE	\$	\$ 9,000.00	\$ 9,000.00
TOTAL DIRECT COST	\$	\$ 72,000.00	\$ 72,000.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0

ADD: VALUE OF CONTRIBUTIONS WHERE \$
THE CHALLENGER INCURS NOCOST (for example, voluntary labor)
(May be used only to satisfy matching requirement-not reimbursable)

TOTAL CHALLENGER CONTRIBUTION ----- \$ 72,000.00

PROJECT TOTAL ----- \$126,000.00

Total FS/BLM Share 43% of Project Value

Challenger Share 57% of Project Value

Budget Notes: Forest Service Funds include \$17.0 from FY98 (MO 0111000SLM 3, LINE 001) (mgt code 1708318, ref. agreement 11-98-CC0111); \$23.0 from FY99 (MO 0111000SLM3,LINE 002) (mgt code 170831); \$4.0 from FY00 program budget (actually FY99 Carry Over assoc. w/ funds transferred to Gallatin from Custer late FY99) and \$10.0 from FY00 (Gallatin NFIF allocation). Pay as reimbursable.

ATTACHMENT D to Agreement 11-98-CCS-27
Amendment #2 (8/00)
FINANCIAL PROJECT PLAN
Cutthroat Genetic Analysis

FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL
SALARIES	\$	\$	\$
TRAVEL	\$	\$	\$
SUPPLIES(UofM)	\$	\$ 10,000.00	\$ 10,000.00
EQUIPMENT USE	\$	\$	\$
TOTAL DIRECT COST	\$ 0	\$ 10,000.00	\$ 10,000.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0
TOTAL FS CONTRIBUTION -----			\$ 10,000.00

BUREAU OF LAND MANAGEMENT

CHALLENGER CONTRIBUTION

	FUNDING TO FS	CHALLENGER IN-KIND	TOTAL
SALARIES	\$	\$	\$
TRAVEL	\$	\$	\$
SUPPLIES(UofM)	\$	\$ 10,000.00	\$10,000.00
EQUIPMENT USE	\$	\$	\$
TOTAL DIRECT COST	\$	\$10,000.00	\$
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0

ADD: VALUE OF CONTRIBUTIONS WHERE \$
THE CHALLENGER INCURS NOCOST (for example, voluntary labor)
(May be used only to satisfy matching requirement-not reimbursable)

TOTAL CHALLENGER CONTRIBUTION ----- \$ 10,000.00

PROJECT TOTAL ----- \$ 20,000.00

Total FS/BLM Share 50% of Project Value

Challenger Share 50% of Project Value

Budget Notes: Forest Service Funds include \$ 6.0 from FY99 (MO 0111000SLM3, BALANCE OF LINE 002) (mgt code 170831); \$4.0 from FY00 program budget (actually FY99 Carry Over assoc. w/ funds transferred to Gallatin from Custer late FY99). Pay as reimbursable.

ATTACHMENT E to Agreement 11-98-CCS-27

Amendment #2 (8/00)

FINANCIAL PROJECT PLAN
Yellowstone River Cutthroat Study

FOREST SERVICE CONTRIBUTION

	FS IN-KIND CONTRIBUTION	FUNDING TO CHALLENGER	TOTAL
SALARIES	\$	\$	\$
TRAVEL	\$	\$	\$
SUPPLIES	\$	\$ 10,000.00	\$ 10,000.00
EQUIPMENT USE	\$	\$	\$
TOTAL DIRECT COST	\$	\$ 10,000.00	\$
14,000.00			
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0
TOTAL FS CONTRIBUTION	-----	\$ 10,000.00	

CHALLENGER CONTRIBUTION

	FUNDING TO FS	CHALLENGER IN-KIND	TOTAL
SALARIES	\$	\$ 25,000.00	\$ 25,000.00
TRAVEL	\$	\$ 0	\$ 0
SUPPLIES	\$	\$ 12,000.00	\$ 12,000.00
EQUIPMENT USE	\$	\$ 4,000.00	\$ 4,000.00
TOTAL DIRECT COST	\$	\$ 41,000.00	\$ 41,000.00
ADD: INDIRECT COST	\$ 0	\$ 0	\$ 0

ADD: VALUE OF CONTRIBUTIONS WHERE \$
THE CHALLENGER INCURS NOCOST (for example, voluntary labor)
(May be used only to satisfy matching requirement-not reimbursable)

TOTAL CHALLENGER CONTRIBUTION ----- \$ 41,000.00

PROJECT TOTAL ----- \$ 51,000.00

Total FS Share 20% of Project Value

Challenger Share 80% of Project Value

Budget Notes: Forest Service Funds are located on Custer NF (FY00) and represent funds received from GYCC specifically targeted for this study. Pay as reimbursable.